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PART I

GOVERNMENT OF KERALA

Labour & Social Welfare (A) Department

NOTIFICATION

No. 36285/A3/71/LSWD. *Dated, Trivandrum, 23rd October 1971.*

The award of the Industrial Tribunal, Calicut in respect of the dispute between the Management of the Purakkadi Service Co-operative Bank Ltd., No. F. 1061, Meenangadi and their workmen represented by the Kerala State Co-operative Employees Association, Calicut-2 received by Government on 20-9-1971 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,

S. NAGARAJAN,
Joint Secretary.

BEFORE THE COURT OF THE INDUSTRIAL TRIBUNAL, CALICUT
(Monday, the 13th day of September, Ninteen hundred and Seventy-one)

Present:

SRI R. K. VENU NAYAR, B. A., B. L.,
Industrial Tribunal, Calicut.

INDUSTRIAL DISPUTE No. 22/70

Between:

THE MANAGEMENT

of the Purakkadi Service Co-operative Bank Ltd., No. F. 1061, Meenangadi.

And

THE WORKMEN

of the Bank represented by the Kerala State Co-operative Employees Association, Calicut-2.

Representation:

Sri B. G. Bhaskar,
Advocate, Calicut — For *Management.*

Sri K. Bhaskaran Nair,
Advocate, Calicut — For *Union.*

AWARD

The Government of Kerala by order No. G. O. Rt. 1358/70/LSWD dated 28-8-1970 referred the following industrial dispute existing between the above parties for adjudication. The issue referred is the following:

"Dismissal of Shri K. H. Kunhiraman Nair"

2. The case sponsored by the union in this dispute is that of an individual worker who was working as the accountant-cum-appriser under this maugement. While so they issued certain memos and there after terminated his services without conducting even an enquiry. Regarding the charges the union would say that at the first instance the management issued a memo with three charges and later on one more memo was issued in which they dropped 2 of the charges mentioned in the first memo and some fresh charges were included. All these were replied. Then the management constituted a sub-committee and they directed this worker to appear before them. When he appeared a few questions were put to him and without adducing any evidence on behalf of the management and without allowing the worker to adduce any oral or documentary evidence the management dismissed him. The management has resorted to this because of the political enmity towards the delinquent worker.

3. The reply statement of the management starts by mentioning that this is a dispute coming within the ambit of the Kerala Co-operative Societies Act, 1969 and so this can be decided only by the authority empowered under that Act. Further they say that the responsibility for banking transaction is not done by the secretary alone and the board directors have directed this worker also to be in charge of banking transactions in the absence of the secretary. The responsibility of certain transactions which formed the basis of the charges is not that of the Secretary, because the Secretary was not on duty on these particular days. The misappropriation was first detected by the Circle Officer, Wynad and the Board after considering the matter constituted a sub-committee and they issued a notice to the worker and there after they conducted an enquiry. At the enquiry the worker was given every opportunity to adduce evidence but nothing was recorded because the worker did not adduce any evidence. They say that they have no political enmity towards the worker. The union there after filed their rejoinder and they deny all these contentions. According to them this court has jurisdiction to adjudicate this dispute.

4. The management raised a preliminary point and their counsel argued the same and the union counsel was also heard. The preliminary issue regarding the jurisdiction of this court was raised in this and an order was passed on 19-3-1971 and by the order it was held that this is miantainable in this Tribunal and the contention of the management were negatived.

5. The union examined a worker alone on their behalf and their documents are Exts. W1 to W14. MW1 examined on behalf of the management is the present secretary and MW2 is the then president who was there on the sub committee constituted to go into the charges levelled against the worker. Their documents are Exts. M1 to M16 (b).

6. The workers evidence can be summarised as follows: He says that he joined this Bank in 1963 and worked as an appraiser-cum-accountant till he was dismissed in 1969. It is the procedure in the bank to pass all vouchers by the Secretary and he transacts all monetary transactions. In addition to his work as the appraiser he was also maintaining account books like ledger, day book, etc. He was suspended on 10-11-1969 and the charge-sheet was given saying that he committed misappropriation of three different amounts. Later on he got one more charge-sheet and here also the charge was one of misappropriation. The two different amounts shown in the former charge-sheets were not in the second charge-sheet and instead of that there were three other amounts. Both these charge-sheets are not before this court. The worker explains the way in which these amounts were transacted. According to him he was not in charge on the day on which a cheque for Rs. 1000 drawn by Bahadur Singh was encashed. Regarding the other amount of Rs. 5850 he would say that this was handed over to the go-down keeper Kunhabdulla and be purchased articles for this amount and the relevent entries are proved by him and they are found in the account books. Regarding another amount of Rs. 2700 his explanation is that this was granted as a loan to one Achuthan Nair and the very same day it was credited in the accounts of this Achuthan Nair. He proves these entries also. His explanation about Rs. 200 is that it was given as salary to one Vasudevan Nair, an employee of the bank and he refers to the relevant entries. There was another charge that he misappropriated Rs. 6100 and regarding this he would say that this amount was handed over to the go-down keeper Kunhabdulla for purchasing certain ration articles. He refers to these entries also. Entries relating to Rs. 4100 are proved by him and according to him this was paid on the basis of voucher given by the then cashier Mr. Mathai. But the two amounts last mentioned are not in the second charge sheet. He admits that the management suspended the then cashier and the Secretary along with him. He refers also to certain entries in the minutes book. No enquiry was conducted by the management but he was directed by a memo to appear for an enquiry before the sub-committee. As per this memo he appeared before them and they asked him whether he wanted to add anything. He said that he wants to prove his innocence by referring to documents and they said that they will peruse the documents. Nobody was examined on behalf of the management. He refers to some more documents and adds that he was not getting on well with the Board of Directors because of his political leanings. He admits in cross-examination that he maintains day book and ledger and he also writes and signs the cash book in the absence of the Secretary. If cheques are brought in the absence of secretary they are not encashed. The payments are made as per vouchers even in his absence. The cashier pays amounts on his own responsibitity. Some times he has signed vouchers on the basis of authorisation given by the Secretary. Voucher for payment of Rs. 200 to Vasudevan Nair was passed by him. He verified the signature and then only the amount was paid. The amount to Kunhabdulla was paid by him but he does not remember as to who sanctioned this amount. There after the voucher was shown to him and he admits that he signed it. It is marked as Ext. M7. He says that the amount of Rs. 3700 was also not sanctioned by him. The bond was also not prepared by him. These were shown to him and

he states that they are not in his handwriting. They are marked as Ext.M8 series (2 in number) subject to proof. He admits that a party is given one cheque book at a time and the numbers are noted. He denies the suggestion that the initails put in the cheque mark as Ext.M1 are put by him, and not by the Secretary. He denies the further suggestion that the voucher for Rs. 5850 is not signed by Kunhabdulla. The amount of Rs. 3700 was not drawn by him and actually it is credited as per the receipt in the account of Sri Achuthan Nair.

7. The sub-committee gave the memo and then they asked him whether he had anything to add and he said that he has nothing to add. His reply is Ext. M10. The cash books are marked as Ext. M11 series (11 in number). Some more cash books with his signature are marked. He says that there was some trouble in the bank and the management took this opportunity to oust him also. He denies the suggestion that he has remitted any amount towards this amount drawn by him illegally; but he admits that an amount of Rs. 3800 was remitted by him in the suspense liability account but that was given by the secretary. He also says that it would not be correct to say that this amount was paid towards the loan amount of Achuthan Nair.

8. MW1 is the present Secretary of the Society. He says that the delinquent employee used to be in charge of the bank in the absence of the Secretary. He proves the attendance register and minutes book and they are Exts. M5 and M6. Some more account books and entries are proved by him. He says that the bonds Ext. M8 series (2 in number) marked previously are in the hand writing of the delinquent employee. He also says that the initials put in Ext. M1 and marked as Ext. M9 is not that of the then Secretary. The signature in Ext. M7 is not that of Kunhabdulla and another signature in Ext. M3 as that of Vasudevan Nair is not really that of Vasudevan Nair. He also gives the numbers of the cheque book issued to Bahadur Singh.

9. He admits in cross-examination that he was not an employee of the bank during the period of these transactions and so he has no direct knowledge about this incident. The working capital of this Society is about 8 lakhs and it is the rule that Societies whose working capital is more than 2 lakhs the Secretary should be a graduate. He has passed only S. S. L. C. but the Board has recommended to exempt him from this rule. He was not working there when the delinquent employee was working and so he had no opportunity to be in contact with the signature and handwriting of the employee. He compared the handwriting and the signature of the delinquent employee in the explanation with the other relevant documents and his evidence in chief examination is given on the basis of this. No witnesses were examined at the enquiry. The delinquent employee was asked to adduce evidence if any, on his behalf. This was given in writing and this is the only thing available now to prove that there was an enquiry. Kunhabdulla is even now an employee of the bank. Vasudevan Nair has left the bank and he says that the acquittance register is produced here for comparing the signatures of Kunhabdulla and Vasudevan Nair. He does not know what all charges were framed against the delinquent employee at first. There was a charge that there was a misappropriation of Rs. 6100 in the first charge-sheet and that was dropped. He

does not know whether this Kunhabdulla has stated that he has not received this amount.

10. The other witness examined on behalf of the management is the then president of the Society. He was the president during the years 1968-69 and 1969-70. During that period this delinquent employee and the secretary were placed under suspension and chargesheets were issued. Since the explanation was found unsatisfactory the delinquent employee was asked whether he has to say anything more and he said that he has nothing more to add to what he has already stated in his reply. This is in writing and that is Ext. M10. He also says that the allegation that there was no enquiry is not correct. He has no political enmity towards this worker. The charges were that the delinquent employee presented a cheque with a forged signature drawn in the name of one Bahadur Singh and drew an amount of Rs. 1000. The other charge was that he had drawn two different amounts by putting signatures and presenting receipts of Kunhabdulla and Vasudevan Nair. The amount of Rs. 3700 was drawn as loan in the name of one C. N. Achuthan Nair and that is another charge. He says that the signature put by these persons in various documents in the custody of the bank was compared with the signature found in these documents and they found that these were not true documents.

11. He says in cross-examination that he does not remember what all charges were there in the first memo issued to the delinquent employee. Then he was given the minutes book and he says that at first there was an allegation that he had drawn Rs. 6100 falsely in the name of this Kunhabdulla but that was excluded when the second charges was given for the reason that there was another offence also of the same type. Statements were recorded from persons in whose name these amounts were drawn and they were recorded even before the chargesheet was issued to the delinquent employee. They were convinced that the delinquent employee had committed these offences and then only they issued the chargesheet. Only one enquiry was conducted by the sub-committee. The members of the sub-committee and the Circle Officer were present at the enquiry. At the enquiry the delinquent employee was told that they were convinced of the guilt of the employee and he was asked whether he has to say anything more and he gave Ext. M10. There after the sub committee decided to dismiss the delinquent employee. This decision was taken on 5-2-1970. He does not know whether the management has produced the enquiry proceedings in this case. This is the gist of the evidence adduced by both parties.

12. The delinquent employee was working as an appraiser-cum-accountant and he was chargesheeted for some misconduct. Both parties admit that two chargesheets were issued but both are not produced in this court. The Board of Directors constituted a sub-committee and one of the members of the sub-committee is MW2 the then president. According to him an enquiry was conducted. The delinquent employee stated that he has nothing more to add to what he has already stated in his reply to the memo and chargesheet. This is Ext. M10. But those replies referred to in Ext. M10 are not produced in this court. Before proceeding further it has to be seen whether the management

had conducted an enquiry before they resorted to this action. No enquiry proceedings are produced in this court. The findings are also not produced.

13. MW1 the present secretary does not say anything about the enquiry in his chief examination. But in cross-examination he says that an enquiry was conducted but no witnesses were examined at the enquiry. This witness was not an employee of this bank during that period. Then there is the evidence of MW2 who was there in the committee which considered the matter as per the authorisation given by the Board of Directors. In chief examination he says that they found the explanation unsatisfactory and when the delinquent employee was asked he gave only Ext. M10. He then adds that the delinquent employee was give an opportunity to adduce evidence and since no evidence was adduced they concluded the enquiry then and there. No proceedings in the minutes of this committee or of the Director Board is referred to by this witness or by MW1 to show that they have done this much at least by way of an enquiry. It is true that there is no particular form prescribed for a domestic enquiry. But when a party says that there was an enquiry it is their duty to establish that actually such a thing had taken place.

14. Regarding the enquiry the competent person to speak is MW2, the then president who along with the other members of the sub-committee and the Circle Officer conducted it. What he states in cross-examination about the enquiry is the following:—

എൻക്വയറി സമയത്തു നടന്നത് എന്താണ് (A) എൻക്വയറി സമയത്ത് കൃത്രിമം നടന്നിട്ടുണ്ട് എന്നു ബോദ്ധ്യപ്പെട്ടിട്ടുണ്ട്. നിങ്ങൾ മുമ്പു പറഞ്ഞതിൽക്കൂടുതൽ വല്ലതും പറയാനുണ്ടോ എന്നു ചോദിച്ചു. എന്റെ മറുപടിയിൽ കൂടുതലൊന്നും പറയാനില്ല എന്നു കുഞ്ഞിരാമൻ നായർ പറഞ്ഞു. അങ്ങിനെയാണെങ്കിൽ അതെഴുതിത്തരണമെന്ന് പറഞ്ഞു. അതാണ് Ex. M 10 എൻക്വയറി സമയത്ത് ആകെ നടന്നതിതാണ്.

Applying the tests prescribed and considering the principles laid down regarding the conduct of domestic enquiry I do not think that this is sufficient to say that the management has conducted a proper domestic enquiry.

15. During cross-examination MW2 admits that they had obtained statements from the persons connected with these transactions. The statement from these persons were recorded before they issued the charge-sheet and these statements are also not produced in this court. Nobody has stated that these statements or the contents were disclosed to the delinquent employee. The persons who gave these statements were not made available to the delinquent employee for cross-examination. So the Director Board or the sub-committee has taken these statements without the knowledge of the delinquent employee without disclosing the contents to the employee and without giving an opportunity to him to cross examine them. This method or procedure is not in accordance with the principles laid down for the conduct of a domestic enquiry. The then president further states that the members of the sub-committee were convinced that the delinquent employee was guilty of the charges even before they issued the charge sheet. Then they got Ext. M10 on 5-2-1970. There is mention of previous replies

but the management has kept back this reply from this court. Nobody on behalf of the management has stated that they considered the case set up by the delinquent employee in these two replies referred to in Ext. M10. In addition to all these things the findings are also not before this court. One does not know whether they have recorded any findings at all because even before the issue of the chargesheet they were convinced about the guilt of the delinquent employee. So it is not possible to see whether the findings are based on facts available at the enquiry. For all these reasons I find that the form in which they have taken action or the basis on which they have taken action cannot be said to be an enquiry. For all the reasons discussed above the procedure adopted by them is vitiated and there was no proper enquiry at all conducted by the management before they dismissed the employee.

16. The next aspect to be considered is whether the management has substantiated their case in this court. Here again there is the difficulty that the management has not produced the copy of the chargesheet and for reasons best known to the union they have also kept back the copy of the chargesheet served on the worker. The oral evidence in this case suggests that there were two sets of charges. The charges have to be gathered from the minutes book and the evidence of witness. The first set of charges are found in Ext. M5 and these are separately marked as Ext. M5 (a) and they are the following:

ക്രമക്കേടുകൾ:

18-9-'69-ാം തീയതി 858-ാം നമ്പ് വൗച്ചർപ്രകാരം 6100 (ആറായിരത്തി ഒരുനൂറു രൂപ മാത്രം) ഗോഡൗൺ കീപ്പർ ശ്രീ. കെ. കുഞ്ഞബ്ദുള്ള വശം അരി വാങ്ങുവാനെന്ന പേരിൽ കൊടുത്തതായി കണക്കിൽ കാണിച്ചിട്ടുള്ളത് ശ്രീ. കുഞ്ഞബ്ദുള്ള തന്നെ നിഷേധിച്ചിരിക്കുന്നു. ഈ വൗച്ചർ അതുകൊണ്ട് കൃത്രിമവും സംഘം Day book പ്രകാരമുള്ള കയ്യിരുപ്പുസംഖ്യയിൽനിന്നു മനഃപൂർവ്വം വ്യാജവൗച്ചറുകൾ മുഖേന വാസ്തവം മറച്ചുനിറുത്തി ഘോഷ്ടിക്കപ്പെട്ടതാണ്.

2. 21-10-69-ാം തീയതി 1052-ാം നമ്പ് വൗച്ചർ പ്രകാരം Cashier ശ്രീ. കെ. കെ. മത്തായിയുടെ പേരിൽ Rs. 4100 (നാലായിരത്തി ഒരുനൂറു രൂപ മാത്രം) മേൽ പറഞ്ഞതുപോലെ വ്യാജകണക്കുകളെഴുതി അപഹരിച്ചിരിക്കുന്നു.

3. 22-9-61-ൽ 887-ാം നമ്പർ വൗച്ചർ പ്രകാരം മേൽ പ്രസ്താവിച്ചതുപോലെ Rs. 5850 അയ്യായിരത്തി എണ്ണൂററി അൻപതു രൂപയും അപഹരിച്ചിരിക്കുന്നു.

Subsequently this was changed and some more charges were included deleting the first two charges. MW2 was asked about this fresh or final charges on the basis of which the delinquent employee was dismissed. He was also given the minutes book but he has not able to give a definite reply about these charges. The sub-committee when they finally gave their verdict have not stated the reasons for this.

17. So the charges in this case has to be found out from the evidence available in this case. The delinquent employee while givening evidence in this case

gives explanation for all the charges. MW1 refers the same charges and MW2 speaks about certain other charges. In this case an attempt is made only to peruse the extent to which the management has succeeded in substantiating their charges in their second charge-sheet for the reason that they have of their own accord chosen to take action only on the basis of the second charge. The oral evidence suggests that one charge is that a cheque was presented in the name of one Bahadur Singh for Rs. 1000 with forged signature. To speak about this the best person is Mr. Bahadur Singh himself. But the management has not thought it fit to examine him before this court. The sub-committee had the privilege to go through the charges in the first instance as seen in the minutes book. They could have at least mentioned these charges in their reply statement, but that is also not produced in this court. A cheque is produced and that is Ext. M1. MW1 says that the initials of the secretary marked as Ext. M9 is not really that of the then secretary. The very same witness admits that he was not an employee of this bank at that time and so he had no opportunity to be familiar with the signature or initials of the then secretary. Further he says that the cheque book issued to Bahadur Singh contains numbers from 01531 to 01540 and the number of the cheque Ext. M1 is 00551. That the signature of Bahadur Singh was forged is a serious charge. This witness refers to Ext. M9, the initials of the Secretary and says that it is not that of the then secretary. This alone is not sufficient to show that the delinquent employee was responsible for presenting a forged cheque for drawing this amount. It is also not established that the initials Ext. M9 was falsely put by the delinquent employee. For these reasons I find that the management has not succeeded in substantiating their contention that the delinquent employee is guilty of this charge.

18. Another charge is that he has drawn Rs. 5850 in the name of Kunhabdulla by presenting a false receipt. There is another allegation in the first charge-sheet that another amount Rs. 6100 was also drawn by putting the signature of Kunhabdulla falsely. It has come out in evidence that the Board of Directors or sub-committee constituted by them had obtained a statement from Kunhabdulla the go-down keeper of the Society. He continues to be an employee of the society and inspite of this the management has not examined him before this court and they have also not produced these statements before this court. MW1 states that he compared the signature in Ext. M7 the receipt with the signature in the acquittance registers W7 and W8. It is the case of the delinquent employee that this amount was drawn by the worker Kunhabdulla for ration articles and the payment is proved by Ext. W1 entries in the cash book. From the very same book it is seen that on the next day this amount was paid back to the society by this worker as per Ext. W2 entry. So it can be stated that the Society has not suffered any loss.

19. The other aspect is whether the worker has falsely drawn this amount by presenting a forged receipt. For this purpose MW1 says that the signatures in Ext. M7 on one part and W7 and W8 on the other are entirely different. All these signatures are different from each other. Even if it is taken for

granted that the signature in Ext. M7 is not that of Kunhabdulla it cannot be straight away stated that the delinquent employee was responsible for that. There has to be a further finding that the delinquent employee has forged this signature. Nobody has substantiated such a case and this person Mr. Kunhabdulla continues to be an employee and the management has not chosen to cite him as a witness and so I find that the management has not substantiated their case that the worker is guilty of the charges. There is a charge of misappropriation of Rs. 6100 and the management witnesses have not referred to anything and hence that is not being considered in the matter. The evidence of MW1 suggests that there was another charge that the delinquent employee had drawn Rs. 200 by putting the false signature of one Vasudevan Nair. Ext. M3 is the receipt given by this Vasuderan Nair. MW1 says that the signature of Vasuderan Nair in Ext. M3 is not that of Vasudevan Nair. MW2 says that they found it that it was a forged signature after comparing the signature with the signature found in the bank books. The signature of Vasuderan Nair is found in Ext. W7 and W8. They are entirely different from the signature found in Ext. M3. This voucher is passed with the initials of the Secretary. Here also the management has not attempted to establish that the delinquent employee presented this receipt with this false signature. As it is, no responsibility can be fixed on the delinquent employee for payment of this amount since there is the initials of the Secretary and nobody has suggested that these are initials put falsely by the delinquent employee.

20. Ext. W7, W8 are entries relating to this payment. These entries show that the salary for these 2 months i. e., August and September 1969 was received by the worker P. R. Vasudevan. There is his signature also. WW1 was asked about certain entries in the cash book and the relavant entries in the cash book are marked as Ext. M16 (a). There the delinquent employee has signed towards the end of the days transaction on 4-10-1969. Here also it is seen that Rs. 200 was paid to this worker and in Ext. W7 and W8 the employee who received the salary has signed. MWs1 and 2 do not say that these are not the signature of Vasuderan Nair. It is seen that the delinquent employee and another person has signed at the end of the acquittance register and at the end of the transactions in the month of August and September 1969. The management through their witnesses has not suggested the way in which this delinquent employee is connected with this transaction and the way in which he has caused any loss to the management or misappropriated the amount. In view of all these facts I find that the Management has not substantiated this charge also against the delinquent employee.

21. Then, there is a charge that a loan of Rs. 3,700 was drawn by the delinquent employee in the name of one E. M. Achuthan Nair without his knowledge, consent or signature. Ext. M8 series are the connected papers. It is the case of the management that these two are prepared by the delinquent employee. But he denies it. MW1 the present Secretary says that this is in the handwriting of the delinquent employee. He says that he gives this statement after

comparing the admitted handwriting and signature of the delinquent employee with the handwriting in this document. There is also the signature of this Achuthan Nair in this. MW2 says that they had taken a statement from him. If he is available in the area the management could have examined him in this case. They could have produced his statement in this court and proved it through him. This bond is dated 16-8-1969. Ext. W6 is the entry in the cash book about this and from the attendance register it is seen that the secretary and cashier were present on that day. It is also seen that this amount was drawn by the loanee but it was also credited in his name under three heads on the same date. This day book was perused by the president and the secretary and they have signed it also. The relevant entry in the cash book is marked as Ext. M14. From Ext. W6 it is seen that the whole amount was kept in the bank and the president inspected the book and he has put his signature also. No complaint was raised by him and no defect was also noticed in not drawing this amount, or keeping part of this amount as suspense liability. The Secretary and Cashier were also present on this day. MW2 says that he compared the signature in the bond with the signature of this Achuthan Nair in the admission register and then concluded that it was not his signature. It is not clear as to what was the intention of keeping this amount in suspense account and the management has admitted that a statement was recorded from this Achuthan Nair also; but that is not produced and they have not examined him as a witness also. The management also has not established that the delinquent employee was responsible for drawing this amount on that day. There is an admission by WW1 in cross-examination that he has paid Rs. 3,800 towards the suspense liability account. He also adds that this amount was given to him by the Secretary. The suggestion was made by the management that this was paid towards the loan amount drawn by this Achuthan Nair. The entries referred to by the management do not show that this was paid to this Achuthan Nair and if actually the management has a case that it was paid and there after this was also received from the delinquent employee then those are matters which the management could have proved. They have not chosen to do that also. It has also come out in the evidence that the circle Officer was also present along with the members of the sub-committee when they got Ext. M10 statement from the delinquent employee. The management at least could have summoned him to speak about the charges. They have not chosen to do that also. For all these reasons I find that the management has not succeeded in substantiating this charge also.

22. So it follows that no proper enquiry was conducted by the management and they dismissed the worker without giving an opportunity to him to establish his innocence. In this court also the management has not cared even to produce the charge-sheet and prove their case. The further question to be considered is about the relief to be granted to the workers. Here is a case where the management has not substantiated the charges and nobody has made any suggestion that the reinstatement is likely to cause any damage to the management. Hence I find that the worker is entitled to be reinstated with back wages and continuity

of service. An award is passed accordingly, and this award shall come into force on the expiry of 30 days after its publication in the Government Gazette.

R. K. VENU NAYAR,

Industrial Tribunal, Calicut.

Exts. marked on the side of the Union:

Ext. W1. Page No. 81 of the day Book for the period from 1-7-1969 to 25-3-1970.
W2. Do. 82 do.
W3. Page No. 172 of the Savings Bank Account ledger.
W4. Page No. 184 of the Savings Bank Account ledger.
W5. Page No. 58 of the Day book.
W6. Page No. 58 of the Day Book.
W7. Page No. 56 of the Acquittance Roll for the period from May, 1965 to May 1971.
W8. Page No. 55 of the Acquittance Roll.
W9. Page No. 87 of the Day Book.
W10. Page No. 106 of the Day Book.
W11. Page No. 78 of the Day Book.
W12. Page No. 79 of the Day Book.
W13. Page No. 96 of the Day Book.
W14. Page No. 57 of the Day Book.

Exts. Marked on the side of the management:

Ext. M1. Cheque dated 13-8-1969.
M2. Voucher dated 21-10-1969.
M3. Voucher dated 4-10-1969.
M4. Voucher for Rs. 300.
M5. Minutes book for the period from 3-7-1968 to 10-9-1970.
M5(a). Page No. 103 of the Minutes book.
M6. Attendance Register for the year 1969.
M6(a). Attendance Register for the month of August 1969.
M7. Voucher dated 22-9-1969.
M8. Bond papers (2 in Nos.) subject to proof.
M9. One entry in Ext. M1 cheque dated 13-8-1969.
M10. Statement filed by C. H. Kunhiraman Nair dated 5-2-1970.
M11. Cash book for different periods (11 in Nos).
M12. Cash book for the period from 1-7-1969 to 31-3-1970.
M13. Page No. 50 of the Cash Book (M12).
M14. Page No. 52 of the Cash Book (M12).
M15(a) and 15(b). Page No. 77 of the Cash book.
M16(a). Page No. 84 of the Cash book.
M16(b). Page No. 85 of the Cash book.

Witness examined on the side of the union:

WW1. C. H. Kunhiraman Nair.

Witnesses examined on the side of the management:

MW1. K. P. Raghavan Nair.
MW2. K. O. Verghese.